

AGREEMENT

THIS AGREEMENT entered into this 1st day of December, 2010, between Washington County, hereinafter referred to as "County," and **Robert Groke**, hereinafter referred to as "Contractor."

RECITALS

The County is in need of assistance with sending materials back and forth between the St. George and the New Harmony libraries Monday through Friday, as needed, and as described in this Agreement.

The Contractor regularly travels back and forth between New Harmony and St. George and is willing to pick up and deliver materials providing fast, efficient service to the County Library system.

THEREFORE, it is hereby agreed as follows:

The Contractor shall furnish all equipment, materials, and transportation necessary to transport library materials between the two stated libraries. Further, the Contractor will coordinate with the two libraries on a daily, or as needed, basis in picking up and delivering materials.

The parties agree that Contractor is an independent contractor and neither Contractor, nor an agent, employee, or servant of Contractor shall be deemed an agent, employee or servant of the County. Contractor is not entitled to the benefits provided by the County to its employees. The conduct and control of the work provided pursuant to this Agreement lie solely with the Contractor.

The service will be provided to Washington County at a cost of \$10.00 per trip. Billings will be submitted by the 10th of each month through the County Librarian, and shall be included as a part of the Library budget.

The work performed under this Agreement will be performed entirely at the Contractor's risk. The Contractor shall carry insurance as required by law at all times, including automobile liability insurance, and shall hold the County harmless in the event of any accident. The County will, in turn, hold the Contractor harmless for loss or damage to materials transported in the case of an accident.

Before Washington County will make any payments for contracted services under this Agreement, the Contractor shall file a certificate of insurance with the Washington County Clerk, showing that a valid workman's compensation policy exists, which provides coverage for the Contractor, employees of the Contractor, and any sub-contractors so employed, and shall also provide proof of current automobile liability insurance.

Either party may cancel this Agreement upon seven (7) days written notice. Otherwise, this Agreement will remain in force until December 31, 2011.

JAMES J. EARDLEY, Chairman
Washington County Commission

ROBERT GROKE, Contractor

Attest:

County Clerk-Auditor